

# PEPPER, HAMILTON & SCHEETZ

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HARRISBURG, PA 17108  
717-255-1155

100 RENAISSANCE CENTER  
DETROIT, MI 48243  
313-259-7110

ATTORNEYS AT LAW

20TH FLOOR  
THE FIDELITY BUILDING  
123 SOUTH BROAD STREET  
PHILADELPHIA, PENNSYLVANIA 19109-1083

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215-251-0777

824 MARKET STREET  
WILMINGTON, DE 19801  
302-652-2007

WRITER'S DIRECT DIAL NUMBER

(215) 893-3084

RECORDATION NO. 14939-C  
FILED 1425

AUG 14 1986 - 10 45 AM

INTERSTATE COMMERCE COMMISSION August 14, 1986

No. 6-226A040  
Date AUG 14 1986  
Fee \$ 10.00

ICC Washington, D.C.

## HAND DELIVER

Interstate Commerce Commission  
Constitution Avenue and 12th Street, N.W.  
Washington, D.C. 20423

Attention: Mildred Lee, Office of the Secretary,  
Public Record Section, Room 2303

Dear Ms. Lee:

Enclosed for filing and recording in your office are three (3) originally executed and notarized copies of Schedule A(4) to Security Agreement, dated as of April 8, 1986, by and between Union Mutual Life Insurance Company and United States Trust Company and the requisite fee payable to the Interstate Commerce Commission in the amount of \$10.00. Please note that the Schedule A(4)'s are dated as of August 14, 1986 and have been signed and notarized in counterparts.

For your information, the Security Agreement, dated as of April 8, 1986, by and between Union Mutual Life Insurance Company and United States Trust Company to which the enclosed copies of Schedule A(4) relate was recorded with the Interstate Commerce Commission on April 11, 1986 at 1:05 p.m. and assigned recordation number 14939. For purposes of description in this letter I will hereinafter refer to such security agreement as ICC Security Agreement No. 14939.

The addresses of the parties to Schedule A(4) to the Security Agreement are:

ICC OFFICE  
AUG 14 10 45 AM '86  
NOTORIALIZED UNIT  
FILED

*Counter Parts - Copy 1*

PEPPER, HAMILTON & SCHEETZ

Interstate Commerce Commission  
Page Two  
August 14, 1986

United States Trust Company  
40 Court Street  
Boston, Massachusetts 02108

Union Mutual Life Insurance Company  
2211 Congress Street  
Portland, Maine 04122

The equipment to which the Schedule A(4) to Security Agreement relates is described on Equipment Schedule Nos. 12, 13 and 14 attached thereto.

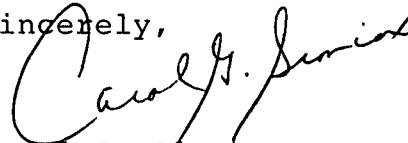
In addition to recording the enclosed Schedule A(4) to Security Agreement, please cross reference it with ICC Security Agreement No. 14939 and designate on ICC Security Agreement No. 14939 that a Schedule A(4) related thereto has been recorded in your office on August 14, 1986. Also, please indicate on ICC Security Agreement No. 14939 the recordation number you assign to the enclosed Schedule A(4).

For your information, on June 27, 1986 at 12:05 p.m., Schedule A(3) to the Security Agreement was filed in your office and assigned recordation No. 14939-B.

Please provide the representative of this firm who is delivering this package to you with a receipt and at least one copy of Schedule A(4) to the Security Agreement described in the above.

Thanking you in advance for your attention to this matter, I am

Sincerely,



Carol G. Simcox  
Legal Assistant

CGS/am

Enclosures

cc: William K. Forgione, Esquire  
John Fansmith, Esquire  
John W. McLamb, Jr., Esquire  
James A. Ounsworth, Esquire

# Interstate Commerce Commission

Washington, D.C. 20423

## OFFICE OF THE SECRETARY

Carol G. Simcox - Legal Assistant  
1777 F Street N.W.  
Washington, D. C. 20006

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8-14-86 at 10:45 A. M. , and assigned re-recording number(s). 14939-C

Sincerely yours,

*Norata R. McGee*

Enclosure(s)

SE-30  
(7/79)

Schedule A(4) to Security Agreement

Dated as of April 8, 1986,

From

UNITED STATES TRUST COMPANY INTERSTATE COMMERCE COMMISSION  
as Debtor

To

UNION MUTUAL LIFE INSURANCE COMPANY,  
as Secured Party

This Schedule A(4) is dated as of August 14, 1986.

For value received, to induce Secured Party to make the loans evidenced by the notes referred to below and certain other notes (collectively, the Notes) referred to in the Security Agreement referred to above (the Security Agreement) and to secure, equally and ratably, the payment of all such Notes according to their tenor and effect and also to secure all the covenants and obligations of Debtor under such Notes, such Security Agreement and the Note Purchase Agreement, dated as of April 8, 1986, between Debtor and Secured Party (the Note Purchase Agreement) Debtor does hereby irrevocably give, pledge, assign, transfer and set over to Secured Party, its successors and assigns a security interest in and to the items of equipment listed on the attached copy of "Equipment Descriptions", together with all of the right title and interest of the Debtor as lessor under the Lease of Railroad Equipment, dated as of January 30, 1986, together with Amendment Number One thereto, dated as of January 30, 1986, between Debtor, as lessor, and Consolidated Rail Corporation, as lessee (the Lease,) as such Lease relates to such Equipment, and all of the other rights and property with respect to the foregoing referred to in Article I of the Security Agreement.

The Notes being executed and delivered by Debtor concurrently with the execution and delivery of the Schedule A(4) to Security Agreement are as follows:

<u>Note Number</u>	<u>Lease Equipment Schedule Number</u>	<u>Original Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rates</u>
XII	12	\$ 509,580	April 1, 1994	9.50%
XIII	13	\$ 261,672	July 1, 1990	9.375%
XIV	14	\$ 174,887	May 1, 1990	9.375%

This Schedule A(4) to Security Agreement is supplemental to the Security Agreement and has been executed and delivered so as to make the property described herein subject to the security interest created by said Security Agreement. This Schedule A(4) to Security Agreement shall not be construed to limit any of the rights or obligations of the parties to the Security Agreement but is in furtherance thereof.

This Schedule A(4) to Security Agreement may be executed in counterpart, each executed counterpart constituting an original but all together constituting only one Schedule A(4).

IN WITNESS WHEREOF, the parties have caused this  
Schedule A(4) to be executed under seal as of the 14th day of  
August, 1986.

DEBTOR:

UNITED STATES TRUST COMPANY

By:

Tamara P. Davis

Its:

Senior Vice President

SECURED PARTY:

UNION MUTUAL LIFE  
INSURANCE COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this  
Schedule A(4) to be executed under seal as of the 14th day of  
August, 1986.

DEBTOR:

UNITED STATES TRUST COMPANY

By: \_\_\_\_\_

Its: \_\_\_\_\_

SECURED PARTY:

UNION MUTUAL LIFE  
INSURANCE COMPANY

By:  \_\_\_\_\_

CHARLES E. PRIMM, III

Its: SECOND VICE PRESIDENT

MNL

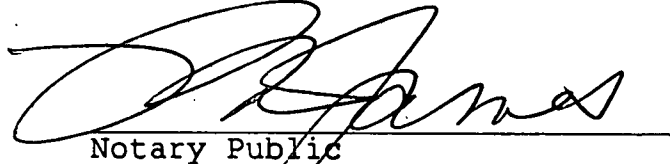
COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK )

On this 14<sup>th</sup> day of August, 1986, before me personally appeared TAMARA P. DAVIS, to me personally known, who, being by me duly sworn, says that she is Senior Vice President of UNITED STATES TRUST COMPANY, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

  
Notary Public

My commission expires 66 PATRICIA M. JAMES  
My Commission Expires  
March 28, 1991

COMMONWEALTH OF MASSACHUSETTS)

) ss.:

COUNTY OF SUFFOLK )

On this \_\_\_\_ day of August, 1986, before me personally appeared CHARLES E. PRINN, III, to me personally known, who, being by me duly sworn, says that he is Second Vice President of UNION MUTUAL LIFE INSURANCE COMPANY, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK

) ss.:  
)

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[Notarial Seal]

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

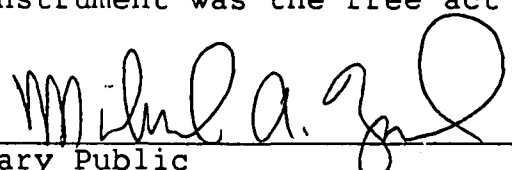
COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK

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[Notarial Seal]

  
\_\_\_\_\_  
Notary Public

My commission expires: AUGUST 13, 1987

Equipment Description

<u>Description</u>	<u>Acceptance Date</u>	<u>Serial Number</u>	<u>Engine Number (if applicable)</u>	<u>ConRail Number</u>	<u>Lessor's Cost</u>
One Straddle Translift Crane Model MJ1000R (Mi-Jack Products)	June 26, 1986	60G7A150		52-0006	\$ 845,367.00
Location: Pennsylvania Truck Lines Trailvan Terminal 47th Street Chicago, Illinois					
				Total	<u>\$ 845,367.00</u>

Equipment Description

<u>Description</u>	<u>Acceptance Date</u>	<u>Serial Number</u>	<u>Engine Number (if applicable)</u>	<u>ConRail Number</u>	<u>Lessor's Cost</u>
One Ballast Regulator with attachments Model 46-5 (Kershaw)	May 9, 1986	C46-191-86	6V-71-132622	BR1324	\$ 124,710.21
One Jimbo Car Top Material Tie Unloader with accessories (Marmon Transmotive)	June 5, 1986	157		CJ1006	\$ 152,050.00
One Jimbo Car Top Material Tie Unloader with accessories (Marmon Transmotive)	June 11, 1986	156		CJ1005	\$ 152,050.00
Miscellaneous Freight	(Pd. June 27, 1986)				\$ <u>674.00</u>
				Total	\$ <u><u>429,484.21</u></u>

Equipment Description

<u>Description</u>	<u>Acceptance Date</u>	<u>Serial Number</u>	<u>Engine Number (if applicable)</u>	<u>ConRail Number</u>	<u>Lessor's Cost</u>
Two Jimbo Car Top Material Tie Unloaders with accessories (Marmon Transmotive	July 8, 1986	158		CJ1007	\$ 152,555.60
		159		CJ1008	\$ 152,555.60
Miscellaneous Freight	(Pd. July 23, 1986)				\$ 503.79
				Total	\$ 305,614.99